

Exhibit A



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-1131

July 9, 2007

United Healthcare Ins Company
800 S. Gay St, Ste. 2021, % C T Corp.
Knoxville, TN 37929
NAIC # 79413

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7006 2150 0004 6620 5835
Cashier # 4128

Re: Shelby Co Hlth Care Corp DbA Reg Med Ctr V. United Healthcare Ins Company

Docket # CT-003239-07

To Whom It May Concern:

We are enclosing herewith a document that has been served on this department on your behalf in connection with the above-styled matter.

I hereby make oath that the attached Complaint was served on me on June 28, 2007 by Shelby Co Hlth Care Corp DbA Reg Med Ctr pursuant to Tenn. Code Ann. § 56-2-504 or § 56-2-506. A copy of this document is being sent to the Circuit Court of Shelby County, TN.

Brenda C. Meade
Designated Agent
Service of Process

Enclosures

cc: Circuit Court Clerk
Shelby County
140 Adams Street, Rm 324
Memphis, Tn 38103

Service of Process 615.532.5260

(CHANCERY/CIRCUIT) COURT OF TENNESSEE
140 ADAMS AVENUE MEMPHIS, TENNESSEE 38103
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

SUMMONS IN CIVIL ACTION

NO. CT-00339-07 AD DAMNUM \$ _____ AUTO ☐ OTHER ☐

Shelby County Health Care Corporation d/b/a
Regional Medical Center

Home Address

vs. **PLAINTIFF**

Business Address

United Healthcare Insurance Company

Home Address

DEFENDANT

Business Address

TO THE DEFENDANT(S): United Healthcare Insurance Company

450 Columbus Boulevard, Hartford, CT 06103

(serve through Commissioner of Insurance)

You are hereby summoned and required to defend a civil action by filing your answer with the Clerk of the Court and serving a copy of your answer to the Complaint on McCullough & McCullough, PLLC Plaintiff's attorney, whose address is 9050 Corporate Gardens Drive, Germantown, TN 38138, telephone (901) 755-8881 within **THIRTY (30) DAYS** after this summons has been served upon you, not including the day of service. If you fail to do so, a judgment by default may be taken against you for the relief demanded in the Complaint.

JIMMY MOORE, Clerk

KENNY ARMSTRONG, Clerk & Master

TESTED AND ISSUED 6/20, 2007

By [Signature], D.C.

TO THE DEFENDANT(S):

NOTICE: Pursuant to Chapter 919 of the Public Acts of 1980, you are hereby given the following notice:

Tennessee law provides a four thousand dollar (\$4,000) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the Clerk of the Court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed. These include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

COST BOND

I hereby acknowledge and bind myself for the prosecution of this action and payment of all costs not to exceed \$500.00 in this court which may at any time be adjudged against the plaintiff in the event said plaintiff shall not pay the same.

Witness My Hand this _____ day of _____, 20 _____

Certification when applicable

Surety

I, KENNY ARMSTRONG, Clerk & Master of the Chancery Court, Shelby County, Tennessee, certify this to be a true and accurate copy as filed this _____
 KENNY ARMSTRONG, Clerk & Master

By: _____, DC

I, JIMMY MOORE, Clerk of the Circuit Court, Shelby County, Tennessee, certify this to be a true and accurate copy as filed this 6/20/07
 JIMMY MOORE, Clerk

By: [Signature], DC

Front

IN THE CIRCUIT COURT OF TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

SHELBY COUNTY HEALTH CARE
CORPORATION d/b/a REGIONAL
MEDICAL CENTER,

Plaintiff,

VS.

UNITED HEALTHCARE
INSURANCE COMPANY,

Defendant.

NO. CT-003239-07

Division TX

COMPLAINT

COMES NOW the Plaintiff, Shelby County Health Care Corporation d/b/a Regional Medical Center, and sues the Defendant, United Healthcare Insurance Company, for Seven Hundred Thirty-Eight Thousand Three Hundred Ninety-Five and 57/100 Dollars (\$738,395.57), plus interest and costs and, for cause of action, would respectfully show to the Court as follows:

1. That Shelby County Health Care Corporation d/b/a Regional Medical Center, is a non-profit corporation organized and doing business under the laws of the State of Tennessee with its principal place of business in Memphis, Shelby County, Tennessee.
2. That Defendant, United Healthcare Insurance Company, is an insurance company properly doing business in Memphis, Shelby County, Tennessee.
3. That Plaintiff furnished and sold goods, materials, merchandise and medical services to patient, Ronnie Eddins, at the specific instance and request of Ronnie Eddins and, after allowing all reasonable credits, Defendant, United Healthcare Insurance Company, is indebted to Plaintiff in the amount of Seven Hundred Thirty-Eight Thousand Three Hundred Ninety-Five and 57/100 Dollars (\$738,395.57), plus interest and costs which amount remains past due and unpaid after demand for

payment has been made and payment refused.

4. That Defendant, United Healthcare Insurance Company, was the insurance carrier of Ronnie Eddins and has failed to make payment pursuant to the assignment executed by Ronnie Eddins to Plaintiff, Shelby County Health Care Corporation d/b/a Regional Medical Center, pursuant to Tenn. Code Ann. § 68-11-219.

5. That Plaintiff brings this action upon a contract and assignment of all benefits signed by Ronnie Eddins being filed herewith and attached hereto as Plaintiff's Exhibit "A".

6. That the aforementioned transactions and provision of services all took place in Memphis, Shelby County, Tennessee.

WHEREFORE, PLAINTIFF PRAYS:

7. That service of process issue upon Defendant requiring Defendant to answer, appear or otherwise plead to this Complaint.

8. For a judgment against Defendant, United Healthcare Insurance Company, for a total of Seven Hundred Thirty-Eight Thousand Three Hundred Ninety-Five and 57/100 Dollars (\$738,395.57), together with interest and all costs in this cause.

9. For such other, further and general relief to which Plaintiff may be entitled.

CURTIS H. GOETSCH (025405)
McCullough & McCullough, PLLC
Attorneys for Plaintiff
9050 Corporate Gardens Drive
Germantown, Tennessee 38138
Phone: (901) 755-8881



**THE REGIONAL MEDICAL CENTER AT MEMPHIS
GENERAL CONDITIONS OF ADMISSION**

Consent For Treatment: I hereby give my authorization and consent to the medical, nursing, and paramedics staff of The Regional Medical Center at Memphis to administer any treatment or associated procedures that are in the exercise of their professional judgment deemed necessary and desirable for my or relatives diagnosis and/or treatment.

Who Are My Doctors And Other Health Care Providers: I understand that the doctors and some other health care providers who provide care and services to me (including residents, med students, pathologists, anesthesiologists, radiologists, emergency room, certain nurses, etc.) are NOT employees or agents of The Med. They practice their professions on behalf of themselves and/or groups of corporations unrelated to The Med, including University Physicians' Group and U.T.M.G., or University of Tennessee Medical Group and the University of Tennessee. They are not employees or agents of The Med. I also understand that the Hospital permits the University of Tennessee to train medical students, interns, residents, fellows and other health care professionals at The Med. I consent to the observation and participation of all such personnel in my care. I understand and acknowledge that while these personnel practice on The Med's premises, use The Med's equipment, and are subject to The Med's administrative rules and protocols, they are NOT employees or agents of The Med. The Med is not responsible for their acts or omissions, and I will not attempt to hold The Med responsible for their acts or omissions. If I want to know the employment status/affiliation of any health care provider, I will ask questions to satisfy myself of their status sufficient to make informed decisions regarding or based on the employment status/affiliations of the various health providers.

Medical Information Received: The patient, if in a condition to receive it and if not, the undersigned representative of the patient, acknowledges that he/she has been informed concerning the need for hospital services, the purpose of the patient entering the hospital, and the planned examinations, procedures, and treatment. It is understood that the practice of medicine is not an exact science and no guarantee can be given by anyone as to the results that will be attained.

Release of Information: I agree that if my case is handled by or under any carrier, agency responsible for follow-up health care, workers' compensation act, hospitalization or medical or accident insurance policy, self-insured organization, mutual hospital association, Medicare, or Medicaid, that the agency or insurance consent to the release of medical information during or after my hospital stay to physicians or representative of agencies which may be involved in my follow-up care after discharge or to hospitals or facilities to which I may be transferred. The hospital may disclose at any time all or any part of my medical record to any person or organization which is or may be liable for or responsible for payment of all or part of the hospital charges, including, but not limited to insurance companies, medical or hospital service companies, workers compensation carriers, employers and welfare funds. I further agree that a copy of this Release shall be as binding and effective as an original.

Assignment of Insurance Benefits and/or Other Proceeds: I hereby authorize direct payment to The Regional Medical Center at Memphis of all health insurance benefits/hospitalization benefits and further assign and transfer all other insurance benefits that I am entitled to from any source or are otherwise due or payable to me or my estate, but not to exceed the hospital charges for my period(s) of hospitalization. I understand that I am financially responsible to the hospital for all charges and grant a lien to said hospital on any recovery, chose in action and/or cause of action, proceeds of my cause of action, judgment, payment, or settlement which may be obtained by me or on behalf of my estate. I hereby further assign and transfer all benefits that I am entitled to or are otherwise due or payable to me or my estate from any additional source. This assignment of insurance benefits and financial agreement is valid and binding until final settlement of the account is received.

Financial Agreement: The undersigned SEVERALLY agree, whether signing as a patient or otherwise, that in consideration of the services rendered to patient, payment of the account is guaranteed by the undersigned in accordance with the regular rates and terms of the hospital. While any insurance or other protection related to the hospital account may be hereby assigned to and payable directly to the hospital, the undersigned clearly understands that the obligation to pay the hospital is primarily on the patient and the undersigned and while any insurance received by the hospital will be applied to the patient's account, any part of the account not so paid by insurance is nevertheless due, owing and payable. In case of default of payment and if these accounts should be placed in the hands of a collector or an attorney for collection, all collection fees, attorney fees (which shall equal one-third of any balance due), costs and other expenses will be paid by the undersigned. Notice of dishonor, demand and protest is waived.

Responsibility For Valuables: I agree that the hospital is not responsible for any articles of personal property, including glasses and dentures, brought to the hospital or retained at the hospital by me, my relatives, and/or other visitors. (Items of monetary value may be held by Security).

Advance Directives: I hereby confirm that I have been asked about the existence of advance directives for me or my relative such as a living will or durable power of attorney for healthcare. If a living will or durable power of attorney for healthcare exists, I will deliver a copy or, if necessary, the original to The Med.

Term/Duration of Agreement: I agree that the terms of this agreement shall apply to all subsequent and future services rendered to me, my spouse, or my dependents by hospital unless this agreement is revoked by written notice sent certified mail prior to the subsequent date of admission.

Responsible Party: I hereby affirm the correctness of the foregoing statements given by me as patient or party responsible for the above-named patient and assume full responsibility for payment of all charges in connection with the services rendered to me or the above named patient. I understand that a final bill will be rendered to me for which payment will be made.

X Ronnie Eddis
Signature of Responsible Party (patient or relative)

Date

2-28-06

Relationship, if not patient

J. Riddle, Adm Dept
Signature of Witness

